

CITY OF COLLEGE PARK, MARYLAND

Request for Bid Proposals RFP CP-13-03 Public Works Uniform Rental

Bid Documents (Revision B dated 10/24/12)

**Issued by
City of College Park, Maryland
Department of Public Works
Telephone: 240-487-3590
FAX: 301-474-0825**

Issue Date: Thursday, October 18, 2012

Mandatory Pre-Bid Meeting

Date: Thursday, November 1, 2012 at 10:30 a.m.

**Place: Department of Public Works, Davis Hall
9217 51st Avenue, College Park, MD 20740**

Bid Submission

Date: Wednesday, November 14, 2012 at 2:00 p.m.

**Place: Finance Department, City of College Park,
4500 Knox Road, College Park, Maryland 20740**

CITY OF COLLEGE PARK, MARYLAND
Request for Bid Proposals CP-13-03
(Revision B dated 10/24/12)
Public Works Uniform Rental

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I. ADVERTISEMENT AND BID REQUIREMENTS

CITY OF COLLEGE PARK, MARYLAND Request for Bid Proposals CP-13-03 (Revision B dated 10/24/12) Public Works Uniform Rental

The City of College Park, Maryland ("the City") requests sealed bid proposals from qualified vendors to provide work uniform rental services for the City's Department of Public Works in accordance with provisions and specifications in the contract documents (the "Contract Documents").

Two (2) complete sets of the bid proposal must be submitted on the specified forms in a sealed envelope containing the Bidder's name, marked **Public Works Uniform Rental, RFP CP-13-03**, and delivered to the Finance Department, City of College Park, 4500 Knox Road, College Park, Maryland 20740 no later than **Wednesday, November 14, 2012 at 2:00 p.m.**, at which time the sealed bids will be opened and read publicly. Award of a contract will be made by the Mayor and Council of the City of College Park at a regular meeting.

A mandatory pre-bid meeting is scheduled for **Thursday, November 1, 2012 at 10:30 a.m.** at the City's Public Works facility, Davis Hall, 9217 51st Avenue, College Park, MD 20740. Attendance at the pre-bid meeting is mandatory; as information presented will be very informative; therefore, all potential bidders are required to attend this pre-bid meeting in order to enhance their understanding of the City's requirements and be able to better prepare acceptable bid responses. All bidders should bring a copy of the bid package, as it will be referenced throughout the meeting.

No bid bond is required in connection with the submission of a bid.

Copies of the Request for Bid Proposals ("RFP") may be downloaded from the City's website at www.collegeparkmd.gov. The RFP package will be listed near the top of the center column on the homepage. If you are unable to obtain the Contract Documents from the website, please contact the Finance Department, Monday-Friday 8:00 a.m.-5:00 p.m., at 240-487-3509 and select "Option 1".

The City is an Equal Opportunity Employer. Discrimination based on age, race, sex, handicap or national origin is expressly prohibited. The City reserves the right to reject any and all bid proposals and to accept the proposal considered to be in the best interests of the City.

The contact person for this contract is Robert T. Stumpff, Director of Public Works, telephone 240-487-3590, FAX 301-474-0825, e-mail: rstampff@collegeparkmd.gov.

II. GENERAL INSTRUCTIONS TO BIDDERS

1. EXAMINATION OF CONTRACT DOCUMENTS

Services described herein shall be in accordance with the detailed specifications contained in the Contract Documents. The submission of a proposal will constitute an incontrovertible representation by the Bidder that they have complied with every requirement.

Errors in preparation of the proposal will not relieve the Bidder from the terms thereof. Errors discovered after public bid opening cannot be corrected and the Bidder will be required to perform if the proposal is accepted.

2. MANDATORY PRE-BID MEETING

A mandatory pre-bid meeting is scheduled for **Thursday, November 1, 2012 at 10:30 a.m.** at the City's Public Works facility, Davis Hall, 9217 51st Avenue, College Park, MD 20740. Attendance at the pre-bid meeting is mandatory; as information presented will be very informative; therefore, all potential bidders are required to attend this pre-bid meeting in order to enhance their understanding of the City's requirements and be able to better prepare acceptable bid responses. All bidders should bring a copy of the bid package to the pre-bid meeting, as it will be referenced throughout the meeting.

3. PREPARATION AND SUBMISSION OF BIDS

Bids shall be submitted on the attached forms and shall be filled out in full, in ink or by typewriter and manually signed. If changes and erasures are made, such changes and erasures shall be clear and legible, and shall be initialed by the person signing the Bid Proposal Form. Proposals made on any other than the specified bid forms will not be considered. Conditional proposals and proposals containing escalator clauses will not be accepted.

Two (2) copies of the bid proposal forms must be included in a sealed envelope containing the Bidder's name, marked **Public Works Uniform Rental, RFP CP-13-03**, and submitted to the Finance Department, City of College Park, 4500 Knox Road, College Park, Maryland 20740 no later than **Wednesday, November 14, 2012 at 2:00 p.m.**, at which time they will be publicly opened and read.

Bidders mailing bids should allow sufficient mail delivery time to ensure timely receipt by the City's Finance Department. Bid responses or unsolicited amendments to bid responses arriving after the bid opening date and time will not be considered.

Documents to be submitted with Bid include:

- Bid Proposal Form with itemized cost and unit prices
- Information About the Bidder form
- Non-Collusion Affidavit

- Bribery Affidavit
- False Pretenses Affidavit
- Certificate of Non-Suspension
- Affidavit of Non-Conviction

A Bidder may submit only one bid proposal. More than one proposal from an individual, firm or partnership, corporation or association under the same or different names will not be considered and will be considered grounds for disqualification and/or rejection of the proposals involved, unless prior approval has been granted by the City.

No Bidder may withdraw his bid within 120 days after the opening thereof. Negligence on the part of the Bidder in preparing the Bid confers no right to the withdrawal of the Bid after it has been opened.

4. NO BID BOND

No bid bond is required in connection with a bid submittal.

5. INTERPRETATIONS

All questions about the meanings or intent, discrepancies or omissions of the Contract Documents must be submitted in writing by **Monday, November 5, 2012 at 2:00 p.m.** to Robert T. Stumpff, Director of Public Works, e-mail: rstumpff@collegeparkmd.gov.

If deemed necessary, the City will issue an addendum to the RFP with the questions and answers. If issued, any addenda will be posted to the City's website, eMaryland Marketplace and findrfp.com. Bidder must acknowledge the receipt (or "None" if applicable) of any addenda on the Bid Proposal Form. No questions will be accepted after the aforementioned date.

6. AWARD OF CONTRACT

The contract will be awarded by the Mayor and Council of the City of College Park. In determining which proposal is best, the City will take into consideration, among other things, the bid prices for uniform rentals, mat rentals, replacement and other charges, and the experience, qualifications, references, responsibility and currently available facilities of the Bidder to perform the work. The City reserves the right to reject any or all proposals, and to exercise its sole discretion to best serve the interests of the City.

Except where the City exercises the right reserved herein to reject any or all proposals, the Contract will be awarded on a per unit price or lump sum basis, as is in the best interest of the City of College Park.

The City of College Park reserves the right to cancel the award of the Contract at any time prior to execution of the Contract without liability on the part of the City.

7. EXECUTION OF THE CONTRACT

The Bidder to whom the Contract has been awarded must execute a Contract substantially similar to the one attached within 15 business days after the award and submit such other documents as required by the Contract Documents, including a current insurance certificate listing the City of College Park as an additional insured for the duration of this contract. Failure by the Contractor to execute the Agreement and submit such other documents as required by the Contract Documents shall be just cause for annulment of the contract award.

If the Bidder to whom the award is made shall fail to execute the contract, the award may be annulled and the contract awarded to the second lowest responsive and responsible bidder, and such bidder shall fulfill every stipulation embraced herein, as if he were the original party to whom the award was made, or the City of College Park may reject all of the bids, as its interest may require.

8. UNBALANCED BID

Bidders are specifically warned against unbalancing their bids, as this will render them liable for rejection.

9. MODIFICATION OF BID DOCUMENTS

The right is reserved, as the interests of the City may require, to revise or amend the Bid Documents prior to the date set for opening bids and/or to postpone the date set for opening bids. Such revisions, amendments and/or postponements will be announced by addenda, a copy of which shall be available to all prospective bidders on the City's website at www.collegeparkmd.gov, eMaryland Marketplace and findrfp.com.

10. RECEIPT OF ADDENDA

All bidders will be required to acknowledge receipt of any addenda on their Bid Proposal Form.

11. CONTACT PERSON FOR CONTRACT

The contact person for this Contract is:

Robert T. Stumpff, Director of Public Works

9217 51st Avenue, College Park, MD 20740-1947

Tel: 240-487-3590, Fax: 301-474-0825, E-mail: rstumpff@collegeparkmd.gov

III. SPECIFIC BID CONDITIONS

1. INTENT

It is the intent of this Request for Proposals (RFP) to establish a term contract with a qualified Contractor to provide work uniform and floor mat rental services for the City of College Park's Department of Public Works ("Public Works") in accordance with the following provisions and specifications.

2. TERM

The initial term of this contract will be 3 years from the date of the contract with an option on the part of the City for extension for up to 2 additional 3-year periods. The extension option shall be exercised prior to the expiration of the current 3-year contract.

If the option for the contract extension is used, the Contractor shall provide all new uniform garments at the beginning of the contract extension period. The unit prices for the extension period may be modified as defined below.

3. QUANTITIES

Quantities listed on the Bid Proposal Form are estimates and the City may increase or decrease the number of rental items, as it deems necessary, without an increase or decrease in per unit cost. The City does not guarantee the number of contract required uniforms or floor mats.

4. PRICE

All prices submitted by Bidder will be firm and fixed for the initial 3-year term of the Contract.

If the contract extension option is used, the unit rates for the second 3-year term may be modified up to the percentage movement of the Department of Labor Consumer Price Index, All Items, Unadjusted (CPI-U) for the 12-month period ending in January 2015.

5. VACATION AND SICK LEAVE

City employees are entitled to annual vacations of 2, 3 or 4 weeks depending upon the employee's length of service and up to several weeks of sick leave. Rental fees shall not apply during these periods. The Public Works Supply Clerk shall notify the Contractor of all employees who will be on annual or scheduled sick leave 1 week prior to the employee's scheduled absence of 1 week or longer.

6. BILLING AND PAYMENT

Payment will be made after satisfactory completion of the work. All invoices shall be submitted to the Department of Public Works. The City shall pay on a net 30 days basis.

7. CHARGES FOR LOST UNIFORMS

The Contractor shall support any claim for charges to the City for lost items by adequate documentation based on vendor inventories taken at a minimum of every 6 months throughout the contract term. The documentation shall demonstrate beyond a reasonable doubt that the items are not accounted for and that the cause for the loss is clearly the responsibility of the City. The Contractor's intent to charge the City for lost items shall be presented to the City for its review and concurrence prior to any charges being billed to the City. Claims may only be filed for garments or items "lost" during the 6-month period preceding the date of the claim.

8. RETURN OF UNIFORMS

The Contractor shall be advised by the City of the termination of employment of an employee within 72 hours. Uniforms shall be returned to the Contractor within 30 days of termination of an employee's employment. The Contractor shall not invoice the City for services effective after the date of returned set.

9. COMPLAINTS

The City reserves the right to withhold payment for services considered below industry standards in an amount equal to the City's determination of the value of the substandard services, not to exceed the total value of average rentals for the period covered by the substandard services.

Bidders shall submit with their bid a brief statement describing their process for handling customer complaints.

10. PRE-AWARD SAMPLES

Prior to award of contract, the City may require any bidder to submit samples for evaluation and testing within 5 working days after notification by the City that such samples are required. The samples provided shall represent the exact items and/or products bid and proposed to be furnished. Failure to satisfy the City's requirements and/or specifications may result in rejection of the bid. In the event that the bidder is unable to provide a sample acceptable to the City, the bidder will be declared non-responsive.

11. CONTRACT AWARD

The City intends to award this contract in the aggregate to the lowest responsive, responsible bidder capable of providing the requested services to the satisfaction of the City.

12. ASSIGNMENT OF CONTRACT

This contract may not be assigned, in whole or in part, without the written consent of the City.

13. LIABILITY AND WORKERS COMPENSATION INSURANCE

The Contractor shall provide proof of compliance with State law as to workers' compensation and unemployment insurance, and of adequate comprehensive general liability insurance (bodily injury of \$1,000,000 for each occurrence /

aggregate; property damage of \$500,000 for each occurrence / aggregate) and automobile fleet coverage (\$1,000,000 for each occurrence / aggregate; property damage of \$500,000 for each occurrence / aggregate). The Contractor shall indemnify and save harmless the City, its officers, agents, servants, and employees, from all suits, actions, and damages or costs of every kind and description arising directly or indirectly out of the performance of the Contract, including attorneys fees, whether caused by actions or omissions on the part of the vendor, its agents, servants and employees, or to other causes.

The City shall be named as an additional insured on the Contractor's general liability insurance policy. A Certificate of Insurance shall be provided to the City by the Contractor within 10 business days after the award of the contract. The Certificate shall demonstrate that the Contractor has complied with the requirements of this section and be in a form acceptable to the City.

IV. SCOPE OF WORK

1. GENERAL

The Contractor shall furnish shirts, pants and coveralls on a weekly basis in accordance with the attached specifications. The Contractor shall be responsible for picking up all dirty rental items and replacing rental items with freshly cleaned and pressed items. Clothing shall be delivered once a week to Public Works on hangers, protected from being soiled in transport, and placed in Contractor supplied lockers.

Delivery and pick-up shall be made on a mutually determined day, Tuesday – Friday, (Friday preferred) between the hours of 8:00 am and 2:00 pm. Contractor must correct all shortages of uniforms or mistakes within 1 working day of each occurrence. The weekly schedule shall be consistent during the term of the contract.

2. UNIFORM APPEARANCE

It is the intent of this contract to provide City employees with presentable uniforms at all times. The Contractor shall maintain all uniforms in good repair and first class condition at all times. Uniforms shall be provided clean, neat and wrinkle free, with the complete set of matching buttons, and neatly repaired tears.. Bidders are advised that the City requires that employees will not be permitted to wear excessively stained or repaired garments. The quality and timing of the replacement garments shall be in accordance with the specifications included in this RFP. The Contractor shall launder, press, keep in good repair and/or replace rental items as needed during the life of the contract. The City shall be the sole judge as to whether rental items are being satisfactorily maintained.

The Contractor will have adequate quality control to insure all broken buttons, broken zippers and open seams are repaired and that torn, stained or unserviceable uniforms are repaired or replaced before delivery to the individual employees. All repairs must be neatly done with thread and/or material of the color matching the rental item being repaired. All repairs must be completed within 1 week of request: Quality is of the UTMOST IMPORTANCE. The Contractor shall replace, at no additional charge, any rental item that does not fit because of shrinkage.

Rental items worn out or otherwise unsuitable for service shall be replaced as a routine matter with new ones at no charge. The Contractor shall replace worn-out uniforms or miscellaneous items with new uniforms and items automatically when discovered by the Contractor or when notified by the City's representative. The Contractor shall provide replacement garments when, in the opinion of the City, damage, staining or repairs to the existing uniforms is such that the uniform is unacceptable for use by City employees, as determined by the Director of Public Works. The City will refuse payment for rental items which are not neat or are otherwise unsatisfactory.

Cleaning and pressing, dry cleaning and maintenance shall be performed in accordance with standard industry practices and procedures using environmentally safe chemicals and safe operating procedures. All garments shall be visually inspected for defects, stains and wear by a trained technician during the cleaning and processing process. Shirts shall be delivered on hangers, wrinkle free with collars folded down and sleeves pulled out. Pants shall be hung on the crease on protected hangers.

Only the quantities and types of uniforms stated herein are acceptable. Any quantities or changes not authorized by the City will not be paid. College Park contact personnel are not authorized to change either the type of uniform or the number of sets per employee without the approval of an authorized representative of Public Works.

Initial delivery of new clean uniforms to all employees and set-up of the required route/schedule is to be completed within 45 days after the contract award. Uniform services for new employees hired after the initial issue is to be provided within 21 working days after receipt of order and/or notification by the City.

The Contractor shall also furnish floor mats on a weekly basis in accordance with the attached specifications.

3. MEASUREMENT

Contractor shall be responsible for obtaining individual measurements and resultant proper fit of the uniform. All measurements must be obtained within 2 weeks after receipt of notification of award, and within 2 weeks of a new hire notification. All alterations under this contract will be at no additional cost to the City. THE CITY WILL NOT ACCEPT MALE-CUT CLOTHING FOR FEMALE EMPLOYEES. When an employee's size changes, the Contractor shall deliver uniforms in the new size within 2 weeks of receipt of request from the City. The Contractor shall provide sizing assistance (employee measurements) as required.

4. MARKING

Each item of clothing must be clearly, but inconspicuously, marked or labeled to permit identification of the employee.

5. CONTRACTOR FURNISHED EMBLEMS

The Contractor will be required to sew City emblems and individual name emblems consisting of 1 chest emblem over the left pocket identifying the City and DPW; and 1 name emblem over the right pocket with the first or last name of the employee on each shirt and coverall. The left side emblem, containing the City color seal and the words "Public Works", will be provided in sufficient quantity to the Contractor by the City. The right side name emblem shall be manufactured by the Contractor, to match a prototype furnished by the City, for each shirt and coverall.

All supervisors' uniforms shall include a second line on the right emblem showing the supervisor's position.

Example:

Left side emblem (to be provided by the City to the Contractor):

City of College Park color seal
Public Works

Right side emblem (to be provided by Contractor):

Employee Name: John Smith
Position (if supervisor) Crew Chief

6. DELIVERY TICKETS

The Contractor shall submit an itemized delivery ticket with each delivery made. No charges shall be added to any ticket/invoices without the product/services being delivered. The ticket shall specify the number of shirts, pants, coveralls, etc. for each employee delivered to the City as well as an itemized list of the items picked up from the City.

After delivery of the clean, pressed items to the City and accounting for the items being picked up, the driver shall have the Public Works Supply Clerk or his designee sign the ticket, and must leave 1 copy of the signed ticket delivery or invoice with the Supply Clerk.

7. CONTRACTOR FURNISHED LOCKERS

Contractor shall provide and maintain individual lockers for each employee at a location to be designated by Public Works management. Currently, we are estimating that 46 employee lockers will be needed. One additional locker shall be provided to hold alteration and repair requests. Uniforms shall be delivered to the individual lockers.

8. UNIFORM SETS

Each employee will be issued 12 uniforms. 1 uniform equals 1 shirt, either long sleeve or short sleeve, and 1 pair of pants. Coveralls count as a uniform and equals 1 shirt and 1 pair of pants. After measurements are taken, orders will be placed for each individual employee. Each employee will determine the number of long sleeve and/or short sleeve shirts, regular work pants and/or cargo pants and/or coveralls.

Listed below is the staff who will wear uniforms in 3 categories to show the types of uniforms to be worn by each category.

a. DPW Workers and crew Chiefs (29 of 33 positions filled, all males)

Hi-Vis Yellow Work Shirts
Gray Pants
Hi-Vis Yellow Coveralls
Enhanced Vis Coveralls

- b. DPW Custodial, Maintenance and Administration Workers (4 of 6 positions filled, all males; 1 vacant position was a female)

- Gray Work Shirts
 - Gray Pants
 - Enhanced Vis Coveralls

- c. DPW Fleet Mechanics (3 of 3 positions filled, all males)

- Dark Gray Work Shirts
 - Dark Gray Pants
 - Dark Gray Coveralls

V. WORK UNIFORM AND FLOOR MAT SPECIFICATIONS

A. Work Uniforms

1. Work Shirts:

- a. High Visibility Fluorescent Yellow ANSI 2 compliant, with 2" high visibility silver striping over the shoulder running vertically on both the front and rear of the shirt. 100% spun polyester with stain release finish and long lasting color retention. Available in both long and short sleeve with long tuck-in tail, with 2 breast pockets and a minimum of 7 buttonholes and color-coordinated buttons sewn with polyester thread. Collar and cuff snaps are not acceptable. Lined 2-piece collar.

Sizes: S, M, L, XL, 2XL, 3XL, 4XL, 5XL,

Talls: L, XL, 2XL, 3XL, 4XL

Color: Fluorescent Yellow

- b. Blended solid color work shirts. 4.25 oz. 65% polyester/35% cotton poplin blend. Durable-press soft comfort finish; moisture management; fade, soil and wrinkle resistant; unbreakable buttons; 7-button "No Gap" front; banded collar and cuff snaps are not acceptable. Available in both long and short sleeve with long tuck-in tail.

Sizes: S, M, L, XL, 2XL, 3XL, 4XL, 5XL,

Talls: L, XL, 2XL, 3XL, 4XL

Colors: Gray or Charcoal

2. Men's Work Pants:

- 7.75 oz 65% polyester/35% cotton twill fabric
- Flat front with non-roll waistband; no cuffs
- Button closure with heavy-duty brass zipper fly
- Reinforced bartacks at stress points
- 7 belt loops and quarter-top front pockets
- Darts over set-in back pockets; left has button closure

Waist sizes: 28 – 35 all; 36 – 56 even sizes only

Inseams: 28 – 35"

Color: Gray or Charcoal

3. Men's Cargo Pants:

- Durable press 65% polyester/35% cotton twill fabric
- Lined non-roll waistband with button closure
- Heavy-duty brass zipper and quarter-top front pockets
- Cargo pockets have concealed snap closure
- Darts over set-in back pockets; Left has button closure

Waist sizes: 30 – 46

Inseams: 28" – 35"

Color: Gray or Charcoal

4. Women's Work Pants:

- 7.75 oz. 65% polyester/35% cotton twill fabric

- Durable press, flat front; no cuffs
 - Brass zipper fly
 - Button closure or hook and eye closure
 - Quarter-top front pockets
 - Either back elastic waistband or side elastic waistband
- Sizes:** 4 – 28
Inseams: 26” –33”
Color: Gray or Charcoal

5. Women’s Cargo Pants:

- Durable press 65% polyester/35% cotton twill fabric
 - Heavy-duty brass zipper and button closure
 - 2 pleated cargo pockets have seam bartacks at corners
 - Quarter-top front pockets and set-in back pocket
- Sizes:** 6 – 26
Inseams: 26” – 33”
Colors: Gray or Charcoal

6. High Visibility, Class 2, Coveralls

- 100% polyester
 - ANSI Compliant
 - 3M Scotchlite Reflective Striping
 - Moisture management fabric with stain release
- Sizes:** S, M, L, XL, 2XL, 3XL, 4XL
Talls: S, M, L, XL, 2XL, 3XL, 4XL
Inseams: 28” – 35”
Color: Fluorescent Yellow

7. Enhanced Visibility Coveralls

- 65% polyester/35% cotton twill or 100% cotton twill, wrinkle resistant
 - 3M Scotchlite Reflective Striping (Yellow-Silver-Yellow) on front and back (just above waist), sleeve, biceps, legs (knees and calves)
 - 2-Way brass zipper closure with steel grippers on lapel
 - 2 Chest pockets (left has a pencil slot)
 - Pass through pockets at front and 2 back pockets
 - Safety stitched main seams
 - Bi-Swing action back
- Sizes:** Even chest sizes 34 – 62
Talls: 38 – 58
Inseams: 28” – 35”
Color: Grey or Charcoal

8. Coveralls

- 65% polyester/35% cotton twill
- Two-way zipper front
- Two patch hip pockets

- Two chest pockets
- Pass-through pockets
- Long sleeve

Sizes: S, M, L, XL, 2XL, 3XL, 4XL
Talls: M, L, XL, 2XL, 3XL, 4XL
Inseams: 28" – 35"
Color: Dark Gray

B. Floor Mats

Floor mats shall be durable and slip resistant construction that controls dust, dirt and moisture. Floor mats shall be made of nylon pile bonded to rubber backing. Floor mats shall meet ADA guidelines with no curls at edges or in a condition which may lead to a tripping hazard and available in 3' x 4', 4' x 6', and 3' x 10' sizes and available in golden brown color.

Floor mats shall be laundered weekly with a replacement mat provided at the time a soiled mat is removed.

VI. BID RESPONSE PACKAGE

CITY OF COLLEGE PARK, MARYLAND
PUBLIC WORKS UNIFORM RENTAL, RFP CP-13-03
(Revision B dated 10/24/12)

BID PROPOSAL FORM (4 PAGES)

CITY OF COLLEGE PARK
Finance Department
4500 Knox Road
College Park, MD 20740

BID DUE DATE: November 14, 2012
TIME: 2:00 p.m.

(Name of Bidder)

hereby submits the following proposal for the **Public Works Uniform Rental, RFP CP-13-03**. Having carefully examined the Request for Bid Proposals, Instructions to Bidders, the General Provisions, Special Provisions, the Plans and Specifications, the proposed Contract and **Addenda numbered** _____ (complete if any addenda were issued, or enter "None"), and having received clarification on all items of conflict or upon which any doubt arose, and understanding that all unit prices bid will remain in effect throughout the term of the contract, the undersigned proposes to furnish all uniform rental services required by the documents, all in strict accordance with the Contract Documents, for the following unit prices. Estimated quantities, which may change from time to time, are listed and the Bidder should extend the unit price to provide a weekly total for each item with estimated quantities.

UNIT PRICE SCHEDULE

| Item | Estimated quantities | Charge per week per unit | Weekly total |
|---|----------------------|--------------------------|--------------|
| | | | |
| <u>WORK UNIFORMS:</u> | | | |
| Work shirt, hi-vis yellow, short sleeve | 168 | \$ | \$ |
| Work shirt, hi-vis yellow, long sleeve | 228 | | |
| Work shirt, light gray, short sleeve | 36 | | |
| Work shirt, light gray, long sleeve | 36 | | |
| Work shirt, dark gray, short sleeve | 12 | | |
| Work shirt, dark gray, long sleeve | 12 | | |
| Men's work pants, gray | 222 | | |
| Men's cargo pants, gray | 264 | | |
| Women's work shirt, light gray, s.s. | 6 | | |

| Item | Estimated quantities | Charge per week per unit | Weekly total |
|--------------------------------------|----------------------|--------------------------|--------------|
| Women's work shirt, light gray, l.s. | 6 | | |
| Women's work pants, gray | 6 | | |
| Women's cargo pants, gray | 6 | | |
| Coveralls, hi-visibility yellow, C2 | 54 | | |
| Coveralls, enhanced visibility, gray | 54 | | |
| Coveralls, gray | 12 | | |
| WEEKLY TOTAL | | | \$ |

| | |
|----------------------------|------------------------|
| <u>SET UP CHARGES:</u> | Set-up Charge per unit |
| Set up charge per shirt | \$ |
| Set up charge per coverall | |

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|--|-----------------------------|
| <u>REPLACEMENT CHARGES FOR LOST ITEMS:</u> | Replacement Charge per unit |
| Work shirt, hi-visibility yellow, s.s. | \$ |
| Work shirt, hi-visibility yellow, l.s. | |
| Work shirt, light gray, short sleeve | |
| Work shirt, light gray, long sleeve | |
| Work shirt, dark gray, short sleeve | |
| Work shirt, dark gray, long sleeve | |
| Men's work pants, gray | |
| Men's cargo pants, gray | |
| Women's work shirt, light gray, s.s. | |
| Women's work shirt, light gray, l.s. | |
| Women's work pants, gray | |
| Women's cargo pants, gray | |

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|--------------------------------------|
| Coveralls, hi-visibility yellow, C2 |
| Coveralls, enhanced visibility, gray |
| Coveralls, gray |

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Indicate below the number of working days required for each phase of contract start-up:

1. Time required to obtain all measurements after award of contract _____ days
2. Time required to obtain new uniforms and affix all emblems after completion of #1 _____ days
3. Time required to complete deliveries of all uniforms after completion of #2 _____ days
4. Maximum working days from award to final delivery of all uniforms _____ days
5. Provide a description of the method of serving customers. Describe procedures used in addressing complaints. Provide copies of completed samples of forms used during the pick-up/delivery/repair process. (Use a separate sheet of paper)
6. Provide a brief statement describing your process for handling user complaints (Use a separate sheet of paper)
7. List at least 3 local customers (within 60 miles of College Park, Maryland) with contact name, telephone number and e-mail address:

| Item | Estimated quantities | Charge per week per unit | Weekly total |
|---------------------------|----------------------|--------------------------|--------------|
| <u>FLOOR MATS:</u> | | | |
| 3' X 4" mats | 5 | \$ | \$ |
| 4' x 6' mats | 2 | | |
| 3' x 10' mats | 4 | | |
| WEEKLY TOTAL | | | \$ |

SPECIAL TERMS AND CONDITIONS:

- A. Failure to properly and completely fill in all blanks may be cause for rejection of this proposal.
- B. It is understood that the proposal price will be firm for a time period of 120 calendar days from the bid opening date, and that, if the undersigned is notified of acceptance of this proposal within this time period, the Bidder shall execute a contract at the prices listed above and under the terms contained in the Bid Documents.

Name of Bidder

Signature

Date

Printed Name and Title of Individual Authorized to Bind Bidder

Address

City, State, Zip

Telephone

E-mail Address

How did you learn about this RFP?

☐ City Staff
☐ findrfp.com

☐ eMaryland Marketplace
☐ Other (please specify): _____

TO BE SUBMITTED WITH BID

RFP CP-13-03
INFORMATION REGARDING THE BIDDER (3 PAGES)

NOTE: The information requested on this form may be submitted in a separate document as long as all requested information is provided.

1. Name of Bidder: _____
(Individual/Firm/Corporation)

Business Address: _____

Telephone Number: (____) _____

E-mail address: _____

2. Is the business incorporated? _____ Yes _____ No

Non-Corporate Business

3. If response to item #2 above is No, list the name and business address of each individual having a 10% or greater financial interest in the business.

| <u>Name</u> | <u>Business Address</u> |
|-------------|-------------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Corporate Business Entities - Please answer items 4 and 5

4. List the names of all officers of the corporation, their business addresses and the date on which they assumed their respective offices.

| <u>Name</u> | <u>Office</u> | <u>Business Address</u> | <u>Date Office Assumed</u> |
|-------------|---------------|-------------------------|----------------------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

5. List the names of all members of the current Board of Directors and their business addresses.

Name

Business Address

6. Please provide the following information concerning work that you have done within the last 5 years which is similar to the bid work:

For Whom
Performed

Contract
Amount

Date
Completed

Contact's Name/
Telephone Number

7. Bidders will answer the following questions: (The word "you" refers to any individual, partnership, partner and/or corporation and its officers.)

a. Have you ever failed to complete any work awarded to you? _____

If yes, state where and why: _____

b. Have you ever been affiliated with some other organization that failed to complete a contract? _____

If yes, state name of individual and reason therefor. _____

c. With what other businesses are you affiliated? _____

d. Please list all persons who will supervise the work under the Contract.

e. Identify all personnel who will be employed to perform the work described in the Contract Documents.

f. Please provide at least 3 references, including any Maryland governmental units or agencies for whom you have worked on a similar contract. Include the name and telephone number of your contact with each.

g. Provide name, title, and contact information for the designated project contact.

h. Identify all subcontractors, materialmen, and suppliers that you intend to use in performing the work under the Contract, and specify the work each is expected to perform.

Dated this _____ day of _____, 2012.

Name of Bidder

By:

Printed Name: _____

Title: _____

TO BE SUBMITTED WITH BID

**RFP CP-13-03
NON-COLLUSION AFFIDAVIT**

_____being first duly sworn, deposes and says:
(Name of Affiant)

That he/she is the _____
(Title)

of _____
(Name of Corporation)

(or a partner of _____).
(Name of Partnership)

The party making the foregoing Bid; that (he has not) (no officer of the said Corporation has) (no member of the said Partnership has) nor has any person, firm or corporation acting on his/its/their behalf, agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the Bid being submitted herewith; and that (he) (the said Corporation) (the said Partnership) has not in any manner, directly or indirectly entered into any Agreement, participated in any Collusion to fix the Bid Price of the Bidder herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the within Bid is submitted; that in making this Affidavit, the Affiant represents that he/she has personal knowledge of the matters and facts herein stated. I HEREBY CERTIFY UNDER THE PENALTIES OF PERJURY THAT THE FOREGOING IS TRUE TO THE BEST OF MY KNOWLEDGE AND INFORMATION

_____(SEAL)
To be signed by Bidder, if the Bidder is an
Individual, or by a Partner, if the Bidder is a
Partnership, or by a duly authorized Officer,
if the Bidder is a Corporation

TO BE SUBMITTED WITH BID

**RFP CP-13-03
BRIBERY AFFIDAVIT**

I, _____, the undersigned,
(Name)
_____ of
(Office Held)

_____ first being duly sworn and under
(Name of Business Entity)
oath, say and affirm this ____ day of _____, 2012, that I hold the aforementioned
office in _____
(Name of Business Entity)

the said entity submitting a bid or otherwise applying for a contract with the City of
College Park, a municipal corporation in the State of Maryland, for the supply of goods
or services, to wit:

PUBLIC WORKS UNIFORM RENTAL

and that, to the best of my knowledge, no officer, director or partner of:

(Name of Business Entity)

nor any employee thereof directly involved in obtaining contracts with the State of
Maryland or any county or municipal corporation or other subdivision of the State has
been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of
any state or federal government for acts or omissions committed. I HEREBY CERTIFY
UNDER THE PENALTIES OF PERJURY THAT THE FOREGOING IS TRUE TO THE
BEST OF MY KNOWLEDGE AND INFORMATION.

_____(SEAL)
To be signed by Bidder, if the Bidder is an
Individual, or by a Partner, if the Bidder is a
Partnership, or by a duly authorized Officer,
if the Bidder is a Corporation

TO BE SUBMITTED WITH BID

RFP CP-13-03
FALSE PRETENSES AFFIDAVIT

I, _____, the
(Name)
undersigned, _____ of _____
(Office Held) (Name of Business Entity)

first being duly sworn and under oath, say and affirm this _____ day of _____, 2012,

that I hold the aforementioned office in _____

(Name of Business Entity)

I FURTHER DECLARE AND AFFIRM that neither I, nor to the best of my knowledge, information and belief, the above firm nor any officer, director, partner, member or associate of the above firm, nor any of its employees directly involved in obtaining contracts with the City, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses under the laws of any state or federal government based upon acts committed after July 1, 1981. I HEREBY CERTIFY UNDER THE PENALTIES OF PERJURY THAT THE FOREGOING IS TRUE TO THE BEST OF MY KNOWLEDGE AND INFORMATION.

(SEAL)

To be signed by Bidder, if the Bidder is an Individual, or by a Partner, if the Bidder is a Partnership, or by a duly authorized Officer, if the Bidder is a Corporation

TO BE SUBMITTED WITH BID

**RFP CP-13-03
CERTIFICATE OF NON-SUSPENSION**

I, _____, do hereby certify that

_____ has not been suspended or barred
(Name of Bidder)

from participation in contract activities with any government.

Signature

Title

Date

TO BE SUBMITTED WITH BID

**RFP CP-13-03
AFFIDAVIT OF NON-CONVICTION**

I hereby affirm that:

- (1) I am the _____ (Title) and duly authorized representative of _____ (Name of Business Entity) whose address is _____ and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.
 - (2) Except as described in Paragraph 3 below, neither I nor the above firm nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been convicted, or in an official investigation or other proceeding admitted in writing or under oath, acts or omissions which constitute bribery, attempted bribery or conspiracy to bribe under the provisions of Article 27 of the Annotated Code of Maryland or under the laws of any state or the federal government (conduct prior to July 1, 1977 is not required to be reported).
 - (3) State "none" or, as appropriate, list any conviction, plea or admission described in Paragraph 2 above, with the date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any.
-
-

I acknowledge that this affidavit is to be furnished, where appropriate, to the City of College Park, Maryland, under Section 16-311 of the State of Maryland Finance and Procurement Article of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the City of College Park, Maryland, may terminate any contract awarded and take any other appropriate actions. I further acknowledge that I am executing this affidavit in compliance with Section 16-309 of the State Finance and Procurement Article of the Annotated Code of Maryland which ordains that any person convicted of bribery (for acts committed after July 1, 1977) in furtherance of obtaining a contract from the State or any subdivision of the State of Maryland shall be disqualified from entering into a contract with the City.

I do solemnly declare and affirm under the penalties of perjury that the contents of the affidavit are true and correct.

Date

Signature

CITY OF COLLEGE PARK, MARYLAND
Public Works Uniform Rental, RFP CP-13-03
(Revision B dated 10/24/12)
Sample Contractor Agreement

THIS AGREEMENT is made and entered into this _____ day of _____, 2012, by and between the City of College Park (hereinafter referred to as "City"), a municipal corporation of the State of Maryland, 4500 Knox Road, College Park, Maryland 20740 and _____ (hereinafter referred to as "Contractor"), whose address is _____.

In consideration of the mutual promises, obligations and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Contractor hereby agree as follows:

1. SERVICES TO BE PROVIDED

Contractor, as an independent contractor and not as an employee of the City, shall provide uniform and mat rental and cleaning services (the "Services") to the City's Department of Public Works at 9217 51st Avenue, College Park, Maryland 20740 (hereinafter referred to as "Public Works") in accordance with the terms and conditions of the Contract Documents. The uniforms and mats to be provided to the City by Contractor and other requirements of the services to be provided are set forth in Section IV, Scope of Work, and Section V, Work Uniform and Floor Mat Specifications, of the Request for Bid Proposals CP-13-03.

All uniforms shall be new and unused when furnished to a new employee or to replace an existing uniform piece. Each garment shall be identified with a permanent woven label securely attached to prevent loss. This label shall contain the manufacturer's name, material content, laundry instructions and size. The Contractor shall be responsible for obtaining individual measurements and resultant fit of the uniforms. The Contractor shall state the time required for obtaining the required measurements in the space provided on the Bid Proposal Form. The Contractor shall make alterations and size changes to fit each employee, as required, at no additional cost to the City.

Only the quantities and types of uniforms stated herein are acceptable. Any quantities or changes not authorized by the City will not be paid. College Park contact personnel are not authorized to change either the type of uniform or the number of sets per employee without the approval of an authorized representative of Public Works.

2. CONTRACT TERM

The term of this Agreement shall be for three (3) years from the date of the Contract with an option on the part of the City for extension for up to two (2) additional three (3) year terms. The extension option shall be exercised prior to the expiration of the current three (3) year contract.

3. PAYMENT TERMS

The City agrees to pay Contractor for invoices issued in accordance with Exhibit A, Uniform Rental Service Agreement, on a net thirty (30) day basis.

4. CONTRACT DOCUMENTS

This Agreement and the following enumerated documents form the Contract and they are fully a part of the Contract as if attached hereto:

- Request for Bid Proposals CP-13-03
- Bid Proposal Forms and Affidavits
- Information Regarding the Bidder form
- Bid Conditions and Specifications
- Other Contract Documents Contained within the Bid Specifications
- Certificates of Insurance
- Certifications and Affirmations Required by the City

5. OTHER PAYMENTS, TAXES AND EXPENSES

Except as may be specifically agreed upon by the parties in writing, Contractor shall be entitled to no fee, bonus, contingent payment or any other amount in connection with providing the Services. The parties hereto further agree that the City shall have no obligation to reimburse, pay directly or otherwise satisfy any expenses of Contractor in connection with the performance of its obligations under this Agreement, including, but not limited to, the cost of any insurance or license fees, etc. Contractor covenants to maintain all applicable insurance in such amounts and form as are determined from time to time to be appropriate. Contractor further agrees to provide evidence of such insurance upon request by the City.

It is expressly understood and acknowledged by the parties hereto, that the fees payable hereunder shall be paid in gross amount, without reduction for any Federal or State withholding or other payroll taxes, or any other governmental taxes or charges. The parties hereto further recognize that Contractor is an independent contractor of the City and is therefore responsible for directly assuming and remitting any applicable Federal or State withholding taxes, estimated tax payments, or any other fees, taxes or expenses whatsoever. In the event that Contractor is deemed not to be an independent contractor by any local, state or federal government agency, Contractor agrees to indemnify and hold harmless the City for any and all fees, costs and expenses, including but not limited to, attorneys' fees, incurred thereby.

6. INDEMNIFICATION

Contractor hereby acknowledges and agrees that it shall be responsible for and indemnify and save harmless the City, its officers, employees and agents, from all suits, actions and damages or costs of every kind and description, arising directly or indirectly out of the performance of the contract, whether caused by negligence on the part of the Contractor, its agents and employees, or other causes.

7. LIABILITY AND WORKERS' COMPENSATION INSURANCE

Contractor, at its own cost throughout the term of this Agreement, shall maintain statutory workers' compensation coverage and unemployment insurance as required by the State of Maryland. As evidence of said coverage, Contractor shall provide a

Certificate of Insurance for workers compensation insurance with the City listed as an additional insured and providing that the City shall be given at least thirty (30) days advance written notice of cancellation, intention not to renew, or material change in the coverage. Contractor must provide the Certificate of Insurance prior to providing Services to the City.

PROVISION OF ANY INSURANCE REQUIRED HEREIN DOES NOT RELIEVE CONTRACTOR OF ANY OF THE RESPONSIBILITIES OR OBLIGATIONS ASSUMED BY CONTRACTOR IN THE CONTRACT AWARD, OR FOR WHICH CONTRACTOR MAY BE LIABLE BY LAW OR OTHERWISE.

The Contractor shall provide proof of compliance with State law as to workers compensation and unemployment insurance, and of adequate comprehensive general liability insurance (bodily injury \$1,000,000 for each occurrence/aggregate; property damage \$500,000 for each occurrence/aggregate) and automobile fleet insurance (\$1,000,000 for each occurrence/aggregate; property damage \$500,000 for each occurrence/aggregate) that is satisfactory to the City within 10 business days of award of contract. The Contractor shall name the City as an additional insured on said policies of insurance, except for the Workers Compensation insurance. Contractor shall provide certificates of insurance which include a requirement that the City receive thirty (30) days prior written notice of cancellation of, intention not to renew, or material change in, coverage.

Provision of any insurance required herein does not relieve Contractor of any of the responsibilities or obligations assumed by the Contractor in the contract awarded, or for which the Contractor may be liable by law or otherwise. Provision of such insurance is not intended in any way to waive the City's immunities or any damage limits applicable to municipal government as provided by law.

8. COMPLIANCE WITH LAWS

The Contractor will be responsible for obtaining any and all licenses and permits pertaining to performance of work under the Contract. All services and materials provided by the Contractor shall conform to all applicable laws and regulations.

9. MAILING OF NOTICES

Any required notices or other communications under this Agreement shall be in writing and personally delivered or sent by facsimile and mailed to the persons listed below, or to such other person or address as either party shall designate by a notice in writing to the other. Any such notice shall be deemed given when personally delivered or when sent by facsimile and deposited, properly addressed and postage prepaid, in the United States mail.

For the City:
Joseph L. Nagro, City Manager
City of College Park
4500 Knox Road
College Park, MD 20740
FAX: 301-699-8029

For the Contractor:

10. ASSIGNMENT

Contractor shall not assign or transfer any interest or claim under this Agreement except as may be agreed upon and authorized in writing by the City and no contract shall be made by Contractor with any other party for furnishing the Services without the prior approval of the City.

11. TERMINATION FOR DEFAULT

Failure of the Contractor to deliver work, supplies, materials, or services in a timely manner, to correct defective services, work or materials, to act in good faith, or to carry out the work in accordance with Contract Documents shall constitute a breach of contract. In such event, the City may give notice to the contractor to cease work until the cause for such order has been eliminated. Should the Contractor fail to correct such default within 24 hours after receipt of notification, the City may terminate any such contract. This provision shall not limit the City in exercising any other rights or remedies it may have.

12. TERMINATION FOR CONVENIENCE

The performance of work or delivery of services may be terminated in whole or in part at any time upon written notice when the City determines that such termination is in its best interest. The City will be liable only for labor, materials, goods and services furnished prior to the effective date of such termination.

13. GOVERNING LAW

This Agreement is executed in the State of Maryland and shall be governed by Maryland law, excluding its conflict of law rules. The Contractor, by executing this Contract, consents to the jurisdiction of the Maryland state courts with respect to any dispute arising out of this Contract.

14. SEVERABILITY

If any word, phrase, clause, sentence or section of this Agreement shall be held unconstitutional or otherwise void or unlawful, such holding shall not affect the validity of the remainder of this Agreement. Either party's failure to enforce any provision of this Agreement shall not waive such party's right to enforce any other provisions of this Agreement.

15. ATTORNEYS' FEES AND COSTS

The prevailing party shall be entitled to attorneys' fees and costs incurred in any actions or claims brought to enforce this Agreement, or for damages thereunder.

16. SUCCESSORS AND ASSIGNS

This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

17. RIGHT OF SET OFF

In the event that Contractor shall owe an obligation of any type whatsoever to the City at any time during the term of this Agreement, or after the termination of the relationship created hereunder, the City shall have the right to offset any amount so owed the City against any compensation due to Contractor for the provision of Services.

18. ACCURATE INFORMATION

The Contractor certifies that all information provided in response to the Request for Bid Proposals CP-12-08 or in response to other requests for information is true and correct. Any false or misleading information is grounds for the City to reject the bid and to terminate this Agreement.

19. CAPACITY TO PERFORM

The Contractor represents that all equipment and personnel necessary for providing the described services and items will be available as needed.

20. STATUS OF CONTRACTOR

The Contractor shall perform the services described herein as an independent contractor and not as an employee of the City.

21. ENTIRE AGREEMENT

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreement, oral or otherwise, regarding the subject matter shall be deemed to exist or bind either of the parties hereto. No modification or addition to this Agreement shall have any effect unless made in writing and signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal the day and year first above written.

ATTEST:

CITY OF COLLEGE PARK, MARYLAND

Janeen S. Miller, CMC, City Clerk

By: _____
Joseph L. Nagro, City Manager

WITNESS:

CONTRACTOR: _____

By: _____

Printed Name: _____

Title: _____

APPROVED AS TO LEGAL SUFFICIENCY:

Suellen M. Ferguson
City Attorney